

April 17, 2017

Mr. Darrell Nitschke Executive Secretary North Dakota Public Service Commission 600 East Boulevard Avenue, Dept. 408 Bismarck, North Dakota 58505-0480

Re: Missouri Valley Communications, Inc. Second Amendment to the Wireless Interconnection and Reciprocal
Compensation Agreement by and between Missouri Valley Communications, Inc.
and Sagebrush Cellular, Inc.

Dear Mr. Nitschke:

Enclosed for filing are the original and one (1) copy of the Second Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Missouri Valley Communications, Inc. and Sagebrush Cellular, Inc.

An electronic copy of the Amendment has also been submitted to ndpsc@nd.gov.

We would appreciate that you file the amendment, and conform and return the extra copy in the self-addressed stamped envelope provided.

If you have any questions or need additional information, please contact me at 406-449-3214 or via e-mail at barrowsconsulting@gmail.com

Sincerely,

Sandra Barrows

Sandra Barrows
Regulatory Consultant for
Missouri Valley Communications, Inc.

Enclosures

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2nd amendment to wireless reciprocal compensation agreement
Missouri Valley Communications, Inc.
Sandra Barrows, Reg. Consultant

AMENDMENT NO. 2 TO THE WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT BY AND BETWEEN MISSOURI VALLEY COMMUNICATIONS, INC. AND SAGEBRUSH CELLUAR, INC.

THIS SECOND AMENDMENT to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Missouri Valley Communications, Inc. ("Missouri Valley") and Sagebrush Cellular, Inc. ("Sagebrush") is hereby made as provided in Article II, Paragraph 3.3 of the Agreement.

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement ("Agreement"), pursuant to 47 U.S.C §§251 and 252, effective January 1, 2008; and

WHEREAS, the Parties wish to amend the original Agreement in accordance with the terms of this Second Amendment.

NOW THEREFORE, the Parties hereby amend the original Agreement as follows:

Notwithstanding any provisions in the Agreement to the contrary, the following terms and conditions apply to circumstances described in this Amendment and the terms of this Amendment apply. To the extent there is any discrepancy between applying the terms of the Agreement and this Amendment, the terms of this Amendment will apply. This Amendment shall remain in force for the life of the Agreement and shall be coterminous with the same.

This Amendment amends paragraph 3.1 from Article 11, Section 3.0 Scope of the Agreement, and substitutes in lieu thereof the following:

3.1 This Agreement is intended, inter alia, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement relates to exchange of traffic between Missouri Valley and Sagebrush. Missouri Valley's NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") 587A in the State of North Dakota. Sagebrush represents that it is a CMRS provider of telecommunications services to subscribers in MTA No. 12 (Minneapolis-St. Paul). Sagebrush's NPA/NXXs are listed in the LERG in the State of North Dakota. Sagebrush is required to provide Missouri Valley with its Operating Company Number(s) (OCN). Additions or changes to either Party's NPA/NXXs will be listed in the LERG.

IN WHITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their respective duly authorized representative on the date indicated below.

Sagebrush Cellular, Inc.	Missouri Valley Communications, Inc.
By: My July	By: UMO Um
Name: Jerry Tilley	Name: Mike Kilgore
Title: Chief Operating Officer	Title: General Manager
Date: 4/10/2017	Date: 4/10/17